

RECORDATION NO. 20288-A
FILED 1426

MAR 4 1997 2 25 PM

ALVORD AND ALVORD
ATTORNEYS AT LAW
918 SIXTEENTH STREET, N W
SUITE 200
WASHINGTON, D C
20006-2973
(202) 393-2266
FAX (202) 393-2156

ELIAS C. ALVORD (1942)
ELLSWORTH C. ALVORD (1964)

OF COUNSEL
URBAN A. LESTER

RECEIVED
SURFACE TRANSPORTATION
BOARD

MAR 4 2 23 PM '97

March 4, 1997

Mr. Vernon A. Williams
Secretary
Surface Transportation Board
Washington, D.C. 20423

Dear Mr. Williams:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11301(a), are two (2) copies of a Equipment Lease Schedule 2, dated as of January 7, 1997, a secondary document as defined in the Board's Rules for the Recordation of Documents.

The enclosed document relates to the Lease Agreement previously filed with the Board under Recordation Number 20288

The names and addresses of the parties to the enclosed document are

Lessor. NationsBanc Leasing Corporation
2300 Northlake Centre Drive, Suite 300
Tucker, Georgia 30084

Lessee: Mercy Trust
1661 Beach Boulevard
Jacksonville, Florida 32250

A description of the railroad equipment covered by the enclosed document is:

eight (8) railcars WAFX 19501 through WAFX 19508, inclusive

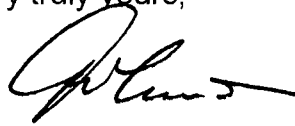
Counters - K. Bortman

Mr. Vernon A. Williams
March 4, 1997
Page 2

Also enclosed is a check in the amount of \$24 00 payable to the order of the
Surface Transportation Board covering the required recordation fee

Kindly return one stamped copy of the enclosed document to the undersigned

Very truly yours,

A handwritten signature in black ink, appearing to read 'R. Alvord', with a stylized flourish at the end.

Robert W Alvord

RWA/bg
Enclosures

SURFACE TRANSPORTATION BOARD
WASHINGTON, D.C. 20425-0001

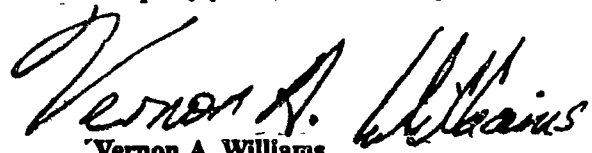
3/4/97

Robert W. Alvord
Alvord And Alvord
918 Sixteenth Street, NW, Ste. 200
Washington, DC., 20006-2973

Dear Sir:

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 3/4/97 at 2:25PM, and assigned recordation number(s) 20288-A, 20563 and 20564.

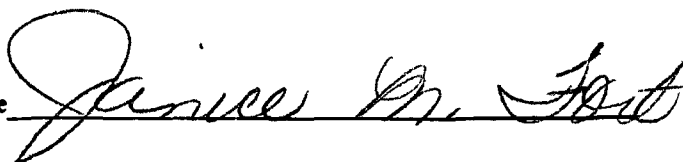
Sincerely yours,


Vernon A. Williams
Secretary

Enclosure(s)

\$ 72:00 The amount indicated at the left has been received in payment of a fee in connection with a document filed on the date shown. This receipt is issued for the amount paid and in no way indicates acknowledgment that the fee paid is correct. This is accepted subject to review of the document which has been assigned the transaction number corresponding to the one typed on this receipt. In the event of an error or any questions concerning this fee, you will receive a notification after the Commission has had an opportunity to examine your document.

Signature



Schedule Number 2

This Schedule, dated as of January 7, 1997, between NationsBanc Leasing Corporation, as Lessor, and Mercy Trust, as Lessee, is executed pursuant to and is subject to the terms and conditions of Master Equipment Lease Agreement Number 05599-00300 dated as of September 4, 1996 (the "Lease"). Unless otherwise defined herein, capitalized terms used in this Schedule have the respective meanings assigned to such terms in the Lease. Should any terms and conditions of this Schedule conflict with any provision of the Lease, the terms and conditions herein shall supersede conflicting terms and conditions in the Lease.

Lessee hereby authorizes Lessor to insert herein the serial numbers and other identification data of the Equipment, when determined by Lessor, and dates or other omitted factual matters.

Description of Equipment, the total cost of which to Lessor is \$173,743.68 ("Total Capitalized Cost")

Quantity	Description	Serial Number	Cost
8	1966 - 69 70 Ton Pressure Differential Railroad Cars	WAFX 19501	\$173,743.68
		WAFX 19502	
		WAFX 19503	
		WAFX 19504	
		WAFX 19505	
		WAFX 19506	
		WAFX 19507	
		WAFX 19508	
		Total Cap Cost	\$173,743.68

Term of Lease with respect to Equipment: The term of the Lease for the Equipment described herein is for an Interim Term commencing on the Acceptance Date set forth below, and continuing through and including the day preceding the Base Term Commencement Date; and for a Base Term of sixty (60) months commencing on the 10th day of the calendar month following the Acceptance Date (the "Base Term Commencement Date").

Rental: Interim Rent shall be due Lessor for each day in the Interim Term shall equal the first Base Rent installment divided by thirty. Interim Rent shall be payable on the Base Term Commencement Date.

Base Rent shall be payable in sixty (60) consecutive monthly installments of \$3,592.72 each, or as set forth in the Schedule of Base Rent installments attached hereto, the first Base Rent installment being payable on the Base Term Commencement Date and the remaining Base Rent installments being payable on the 10th day of each succeeding month.

Location of Equipment: Equipment will be located at 7500 N Dreamy Draw #234, Phoenix, Maricopa, AZ 85020.

Insurance Requirements: In addition to the requirements set forth in the Lease, the following shall apply:

Liability: Not less than \$1,000,000.00 combined single limit liability insurance, including bodily injury and death and property damage, covering activities of Lessor and Lessee and naming Lessor as additional insured.

Physical Damage: Comprehensive insurance, including loss by burglary, theft, malicious mischief and fire, for an amount not less than the Stipulated Loss Value of the Equipment, and naming Lessor as loss payee.

Purchase Option. On expiration of the Term of the Lease for the Equipment and upon Lessee satisfying all obligations with respect to the Equipment, Lessee may, at its option, purchase all, but not less than all, of the Equipment for a purchase price equal to \$1.00.

Disclosure. In the event any court of competent jurisdiction finds this Lease to be a lease intended for security, the Base Rent installments are calculated by applying the simple interest rate of 9.160000% per annum to the Total Capitalized Cost; interest being calculated on the basis of a year of 360 days and actual days lapsed.

No Material Adverse Change: Lessee represents and warrants that there has been no material adverse change in its business or financial condition since June 28, 1996. Lessor shall not be obligated to execute this Schedule and lease the Equipment hereunder to Lessee if there shall have occurred any change in applicable law that would have a material adverse impact on the transaction contemplated hereby or there shall have occurred a material adverse change (in Lessor's sole judgment) in the financial or business condition of Lessee.

Acknowledgment of Receipt of Equipment: Lessee acknowledges that the Equipment described herein above has been delivered to and received by it, is conforming as represented, and is acceptable and satisfactory to it, and that the same has been irrevocably accepted as Equipment leased by Lessee under this Schedule as of the date written below (the "Acceptance Date")

NationsBank Leasing Corporation

By Carol J. Jones

Printed Name: CAROL JONES

Title: ASSISTANT VICE PRESIDENT

Mercy Trust

By: Keith Gibbs

Printed Name: Keith Gibbs

Title: Trustee

Acceptance Date: 2/28/97

STATE OF Georgia)
COUNTY OF Camden)

On this 28th day of February, 1997, personally appeared before me
Keith Gibbs who being duly sworn by me says that he/she is
Trustee of Mercy Trust and that he/she signed, executed
and delivered the foregoing instrument on the day and year therein mentioned.

(SEAL)

NOTARY PUBLIC

Nickole D. Garus
Signature

Nickole D. Garus
Printed Name
State of Georgia

My commission Expires Oct-15, 2000

Notary Public, Camden County, Georgia
My Commission Expires Oct 15 2000

CERTIFICATE OF ACCEPTANCE

The undersigned, a duly authorized representative of WESTERN ASH COMPANY as Lessee, for the purpose of accepting equipment that is to become subject to a Lease Agreement dated as of June 28, 1996, with RAIL TRUSTS EQUIPMENT, INC. as Lessor, hereby certifies that the following described unit or units of railroad equipment (the "Cars"):

Description: 3000 cubic foot, 100 ton, pressure differential railcars built by Union Tank Car Company in 1966-69.


Quantity: eight (8)

Road Numbers: WAFX 19501-19508

Inspected at: FSI Railcar, Mobile, Alabama

have been accepted on behalf of Lessee under the Lease Agreement as of the date indicated below.

The execution of this certificate shall not in any way reduce, limit, alter or affect any right the Lessee may have to pursue any claim, in warranty or otherwise, against the builder of the Cars for any defect, whether latent or patent



Authorized Representative of
Western Ash Company

Dated: February 27, 1997